
**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

JEAN PRICE,

Plaintiff,

v.

STATE FARM FIRE AND CASUALTY
COMPANY,

Defendant.

Case No: CIV-13-71-F

JURY TRIAL DEMANDED

COMPLAINT

1. Plaintiff, Jean Price, is a resident of Oklahoma City, Oklahoma.
2. Defendant, State Farm Fire and Casualty Company, is a corporation, a foreign insurance company incorporated and domiciled in the State of Illinois and maintains its principal place of business in a state other than Oklahoma.
3. Venue is correct in the Western District and this Court has subject matter jurisdiction pursuant to 28 U.S.C. §1332 because the parties have diverse citizenship and the amount in controversy exceeds \$75,000.00.
4. Plaintiff's home in Oklahoma City, was insured by Defendant at all times material herein. This insurance policy was issued by Defendant to Plaintiff in Oklahoma. Plaintiff paid all premiums required to have this policy in force at the time of the loss.
5. On or about May 29, 2012, Plaintiff's home was damaged in a catastrophic wind and hail storm.

6. Plaintiff gave proper and timely notice and proof of loss of this claim to Defendant, through its representatives, and otherwise complied with all conditions precedent for recovery under the subject insurance policy.

7. In its handling of Plaintiff's claim, Defendant breached the insurance contract and the implied covenant of good faith and fair dealing, as a matter of standard business practice, in the following respects:

- a. failing and refusing payment and other policy benefits on behalf of Plaintiff at a time when Defendant knew that it was entitled to those benefits;
- b. failing to properly investigate Plaintiff's claims and to obtain additional information both in connection with the original refusal and following the receipt of additional information;
- c. withholding payment of the benefits on behalf of Plaintiff knowing that Plaintiff's claims for those benefits were valid;
- d. refusing to honor Plaintiff's claims in some instances for reasons contrary to the express provisions of the policy and/or Oklahoma law;
- e. refusing to honor Plaintiff's claims in some instances by applying restrictions not contained in the policy;
- f. refusing to honor Plaintiff's claims in some instances by knowingly misconstruing and misapplying provisions of the policy;
- g. failing to adopt and implement reasonable standards for the prompt investigation and reasonable handling of claims arising under these policies, to include Plaintiff's claims;
- h. not attempting in good faith to effectuate a prompt, fair and equitable settlement of Plaintiff's claims once liability had become reasonably clear;
- i. forcing Plaintiff, pursuant to its standard claims practice, to retain counsel in order to secure benefits Defendant knew were payable;
- j. failing to properly evaluate any investigation that was performed;
- k. failing and refusing to pay a reasonable contractors fee known as "overhead and profit";

all in violation of the contract and the covenant of good faith and fair dealing and resulting in financial benefit to the Defendant.

8. As a direct and proximate result of the Defendant's breach of contract breach of and the implied covenant of good faith and fair dealing, Plaintiff has suffered loss of policy benefits, embarrassment, anxiety, frustration and mental and emotional distress.

9. Defendant has acted intentionally and with malice or has been guilty of reckless disregard for the rights of Plaintiff and others entitling Plaintiff to punitive damages.

WHEREFORE, Plaintiff demands judgment against Defendant in an amount in excess of \$75,000.00 for compensatory damages and in an amount in excess of \$75,000.00 in punitive damages plus interest, costs, attorney fees and all other relief which the Court deems just and equitable.

s/Steven S. Mansell

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